



## Midcoast Humane and Town of Bowdoinham Agreement for Services

This agreement, made and entered into by and between the Town of Bowdoinham, Maine, a municipal corporation hereinafter referred to as the Municipality, and Midcoast Humane, a non-profit corporation established under the laws of the State of Maine, hereinafter referred to as MH. This agreement will cover the contract period beginning July 1, 2024, and ending June 30, 2025.

MH and the Municipality, in consideration of the payments set forth in Section X below, agree as follows:

### **I. Services to be provided**

The services to be performed under this Agreement are for animal shelter management services in accordance with the terms, conditions and specifications contained or referenced herein.

1. MH will furnish, manage and operate animal shelter facilities located at 5 Industrial Parkway, in Brunswick, Maine. MH shall be responsible for the day-to-day custodial care of the shelter facility and grounds, including the removal of litter and debris from outdoor areas and for use of all utilities, including, without limitation, electric, gas, water, oil, sewage and telephone.
2. MH will provide adequate food, water, shelter, space, care, treatment and transportation for small domestic companion animals which come into its custody through the following:
  - A. Animals that are voluntarily surrendered by residents of the Municipality.
  - B. Stray animals and impounded animals that are apprehended by the Municipality's Animal Control Officer or authorized employees of the Municipality.
  - C. Stray animals that are found by residents of the Municipality and are brought to MH by such residents.
3. The Municipality is obligated to pick up stray dogs and stray cats and deliver those animals to MH. ("Stray cat" means a cat that is not under the obvious control of an individual, which is reported as being at large for at least two days, and which may appear not to be properly cared for.)
4. A duly authorized representative of the Municipality, customarily the Municipality's Animal Control Officer, hereinafter referred to as the Representative, will be furnished a security code and key to MH's isolation area for the purpose of delivering animals during hours when MH is not open to the public. The Representative delivering animals to the

isolation area shall complete all required paperwork. The Municipality shall at all times provide MH with the name of its Representative and contact information and shall notify MH of any changes. The Municipality shall be responsible for obtaining the key from any former Representative and providing such key to its current Representative.

5. In the event that the Representative delivers an animal to MH, the Municipality shall be responsible for notifying the animal's owner of such impoundment and disclosing the owner's name and address to MH. The Municipality shall be responsible for collecting all fines imposed upon the animal's owner by the Municipality for violation of animal welfare offenses. MH shall release the animal to its owner only upon proof of such payment of all fines and fees, as well as upon the payment by the Municipality or the animal's owner to MH of any fees assessed by MH, as stated below.
6. All animals that are brought to MH by a Representative shall not be removed from MH by a Representative other than upon the written authorization of MH.
7. Any Representative that picks up sick or injured animals must call MH to see if a veterinarian is on premises before bringing said animals to MH. If no veterinarian is at MH, the animals must be brought to a different veterinary clinic or like facility for care. If a MH veterinarian is on premises, the veterinarian will give his/her recommendation on whether MH is able to treat the animal or whether it needs to be transported to another veterinary clinic or like facility. The Municipality acknowledges that MH may be limited in its ability to treat all injuries due to limited space or lack of equipment (e.g., x-ray machine, etc.). MH, in its sole discretion may elect to refuse or accept delivery of sick or injured animals and procure the veterinary care it deems necessary and appropriate. Municipality agrees to reimburse MH for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured animal to the shelter during hours other than regular business hours unless municipality has made prior arrangements with MH. The cost of transporting animals that cannot be treated at MH, as well as the cost of such treatment at another veterinary clinic, will be borne by the Municipality if such costs are incurred during the mandatory waiting periods as required by State of Maine statutes.
8. MH will be responsible for finding "forever homes" and placement for all animals in its care. Whenever the ownership of an animal is ascertained, MH shall make a reasonable effort to notify the owner of the animal within 24 hours of determining the animal's owner.
9. In the event that euthanasia is required for reasons of public safety or welfare or in satisfaction of any obligation of the Municipality, MH shall be responsible for the humane euthanasia of any animal in its care using methods approved by the State of Maine.
10. MH will maintain regularly scheduled business hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this agreement and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals. From time to time, MH may close due to weather conditions, staff training, or other unforeseeable circumstances. Notice of any closings will be provided to the public as far in advance as possible.

11. MH will appoint competent and qualified agents for the carrying out of the responsibilities under this agreement, such agents to be responsible to the MH Board of Directors.
12. MH contact personnel, available to the Municipality during regular MH business hours, are as follows:
  - Jess Townsend, Executive Director, Office: 207-449-1366, ext. 101
  - Zach Fenoff, Director of Operations, Office 207-449-1366, ext. 114

In the event either person is no longer employed by MH, MH will notify the Municipality and furnish the Municipality with the contact information for their successors.

13. MH shall provide systems to monitor medical and other information on each shelter animal.
14. On request of a resident of the Municipality, MH shall provide a list of the names and telephone numbers of the Municipality's Animal Control Officer(s) and animal care providers who are available and on call for emergency services.
15. MH alone retains sole discretion to refuse delivery of one or more animals where such delivery renders MH unable to provide appropriate housing and/or disposition of delivered animals.

## **II. Ownership of dogs**

MH will adhere to the mandatory waiting periods and ownership requirements for uncontrolled dogs as articulated in Title 7 M.R.S.A. §3913 and any amendments thereto.

## **III. Ownership of cats**

MH will adhere to the mandatory waiting periods and ownership requirements for stray cats as articulated in Title 7 M.R.S.A. §3919 and any amendments thereto.

## **IV. Public service programs**

MH shall provide at its sole cost and expense the following services:

1. A reduced-cost spay-neuter program for any animal owned by a resident of the Municipality, except that, in the event that MH determines that it is no longer feasible to offer such spay/neuter program, MH shall no longer be under any obligation to do so.
2. A volunteer program to encourage support for MH and its operation of the shelter.
3. Events designed to promote animal adoptions and to educate the public about animal welfare and the benefits of sheltering in general.
4. An adoption program designed to ensure that MH identifies and secures humane, permanent homes for the animals under its care.

5. MH makes every effort to promote Trap, Neuter and Return (TNR) for feral cats, and return feral cats that are spayed or neutered, vaccinated and ear tipped to the originating location when possible, and promote caregiver volunteerism and guardianship. The Town of Bowdoinham agrees to work with MH and the community to permit and encourage TNR as the preferred method of dealing with feral cats. MH will accept confined stray cats, but recommends that cats believed to be strays be given a few days to return to their homes before they are fed or confined and considered to be lost or homeless.

#### **V. Adoption fees and recordkeeping**

1. MH will collect all adoption fees and shall keep proper financial records to account for same. MH will permit the Municipality, at all reasonable times, to inspect and audit such records and shall make such reports of funds received as required by statute or regulation.
2. MH shall keep full and accurate records of all animals taken into custody, showing the date, place, reason and manner whereby animals were brought into custody, with a description of the animal and a record of its final disposition.

#### **VI. Indemnification**

1. The Municipality shall indemnify and hold harmless MH, its employees, directors, officers and agents from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Municipality, its employees, contractors or agents, in connection with the seizure, transportation or maintenance of stray dogs and cats during the mandatory waiting periods prescribed in Title 7 M.R.S.A. §3913, 3919 and 3919-A.
2. MH will indemnify and hold harmless the Municipality, its employees, directors, officers and agents from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of MH, its employees, contractors or agents, in connection with the operation of MH.

#### **VII. Insurance**

MH shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect MH from claims of damages for personal injury including accidental and wrongful death, as well as claims arising from services rendered under this agreement, whether such services be by MH, by any subcontractor, or anyone employed directly or indirectly by either of them.

#### **VIII. Agreement not assignable**

MH shall not have the right, authority, or power to sell, mortgage, or assign this agreement or the powers granted to it, or any interest therein, nor any right, power or authority to allow or permit any other person or party to have any interest in the services outlined in this agreement without the written consent of the Municipality.

## **IX. MH's independent capacity from Municipality**

MH, its officers, employees, directors, agents and volunteers shall act independently of Municipality and not as officers, employees, agents or volunteers of Municipality.

## **X. Payment**

1. In compliance with the terms and conditions of this agreement, the Municipality shall agree to pay the following to MH for the performance of its obligations and responsibilities:

The annual agreed payment shall be computed on the basis of \$1.52 per capita of the human population of the Town of Bowdoinham. For purposes of this computation, MH has relied on the population count as reported in the 2020 census – 3,047 residents. Accordingly, based on the Town of Bowdoinham's 2020 census, the Municipality shall pay MH a flat annual fee of \$4,631.44.

2. Services NOT covered by the above computation that would result in additional payments to MH may include, but are not necessarily limited to:
  - A. An instance when any animal brought to MH by the Municipality appears to be infected with rabies. In such instances, the Municipality shall be responsible for any veterinary fees and for transporting laboratory specimens for testing.
  - B. Instances in which, because of a pending legal action, an animal is boarded at MH at the request of the Municipality or the County for a period in excess of six days, beginning on and including the day of acceptance. In such instances, beginning on the seventh day, the Municipality shall pay MH a boarding fee of \$20.00 per dog or cat, \$25.00 for a female cat or dog with a litter that has not been weaned, \$5.00 per small animal and \$5.00 per bird. These boarding fees include the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C where compensation for a dog or cat is \$15.00 a day, compensation for a female cat or dog with a litter that has not been weaned is \$18.00 a day, compensation for a rabbit is \$2.00 a day and compensation for a bird is \$1.00 a day. The boarding fees collected by MH as listed above include the additional cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to only pay the fees listed in Title 7 M.R.S.A §3919-C.
  - C. During the six-day waiting period as prescribed by Title 7 M.R.S.A. §3913 for dogs and as prescribed by Title 7 M.R.S.A §3919-A (1.) for cats with identification, the Municipality shall be responsible for the payment of all veterinary services furnished outside MH as described above in this agreement.
  - D. During the waiting periods prescribed by Title 7 M.R.S.A. §3919 and 3919-A, for a cat that does not have identification, not less than 48 hours or, for feral cats, not less than 24 hours, the Municipality shall be responsible for the payment of all veterinary services furnished outside MH as described above in this agreement.

- E. Instances in which, because of a pending legal action, an animal is boarded at MH at the request of the Municipality or the County for a period in excess of six days, beginning on and including the day of acceptance, the Municipality shall be responsible for the payment of all veterinary services furnished outside MH as described above in this agreement.
- F. In the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility.
- G. MH has the capacity to provide veterinary support in cases of seizure due to cruelty and/or neglect, but these supports are only available for animals in its care. MH retains the right to place animals pending legal action into foster homes with established fosters, but will not provide medical care or assistance with case animals that the Municipality Representative chooses to manage and foster outside of MH.

#### **XI. Agreement terms**

It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for a period of one year as set forth above. However, it is fully agreed that this agreement may be terminated by either party upon 90 days written notice to the other party of an intention to terminate this agreement or enter into a new agreement.

It is mutually understood and agreed by the parties hereto that the Municipality will defend this agreement with all due and proper diligence should it be challenged by any action in law. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior or contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

In the performance of this agreement, the Municipality shall abide by all MH regulations as they presently exist and as they may hereafter be amended.

#### **XII. Applicable law**

The parties hereto agree that this agreement shall be construed and governed by the laws of the State of Maine and that, in the event of a conflict between the provisions of this agreement and any State of Maine statute, the State of Maine law will control, with the exception that, in the event that any animal boarding rates contained herein are in excess of any State of Maine statutory rates, the rates contained herein will control. Boarding fees, as stated above, reflect the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C in addition to the cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay only the fees listed in Title 7 M.R.S.A §3919-C.

MH agrees that all animal shelter management services performed for the Municipality shall be performed in full compliance with the applicable Federal and State of Maine laws, regulations and guidelines for such services.

It is understood and agreed by the Municipality and MH that, in the event the Municipality's Animal Control Ordinances are revised in such a way as to cause a substantial increase in the level of services to be performed by MH under this agreement, then such revisions shall not be covered by this agreement and the parties shall enter into negotiations regarding amendments to this agreement to address such revisions.

In witness whereof, the parties signify their acceptance of this agreement by their execution below.

Town of Bowdoinham, Maine

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_


\_\_\_\_\_  
Witness Signature

Date: \_\_\_\_\_

MIDCOAST HUMANE

By:   
Jess Townsend, Executive Director

Date: 5/8/2024

  
Witness Signature

Date: 5/8/2024

